See *Cowles* v. *United States Fidelity and Guaranty Co.*, 32 Wash. 120, 124, 72 Pac. 1032, 1033; RICHARDS, INSURANCE LAW, 3 ed., § 469. It differs from a wagering contract by the requirement that the insured must at the time of making the contract expect to suffer some worldly loss or liability if the contingency happens, though the misfortune for which he is to be indemnified need not be the loss of a legal right or the incurring of a legal liability. *Le Cras* v. *Hughes*, 3 Doug. 81; *Lord* v. *Dall*, 12 Mass. 115. The indemnity promised need not be a money payment. *Beals* v. *Home Ins. Co.*, 36 N. Y. 522; *Tolman* v. *Manufacturers Ins. Co.*, 1 Cush. (Mass.) 73. In the light of these broad principles, the decision of the principal case seems well founded. But the authorities are divided. *Accord*, *Physicians' Defense Co.* v. *O'Brien*, 100 Minn. 490, 111 N. W. 396. *Contra*, *State* v. *Laylin*, 73 Oh. St. 90, 76 N. E. 567; *Vredenburgh* v. *Physicians' Defense Co.*, 126 Ill. App. 509.

LEGACIES AND DEVISES — ADEMPTION — EFFECT OF MERGER OF COMPANY ON BEQUEST OF SHARES. — A testator bequeathed "twenty-three of the shares belonging to me in the London and County Banking Co." upon certain trusts. Between the date of the will and that of the testator's death the company amalgamated with another company, which resulted in a change of name and a new issue of capital, each original £80 share being subdivided into four £20 shares. *Held*, that the bequest passes ninety-two of the new shares. *Re Clifford's Estate*, 56 Sol. J. 91 (Eng., Ch. D., Nov. 9, 1911).

The theory that ademption of specific legacies depends upon intent has long been obsolete in England. *Stanley* v. *Potter*, 2 Cox 180. It is now well settled that whenever the specific thing devised has ceased to belong to the testator, the bequest is adeemed. *In re Bridle*, 4 C. P. D. 336. The weight of American authority is in accord with the English cases. *Snowden* v. *Banks*, 9 Ired. (N. C.) 373. *Contra*, *Joynes* v. *Hamilton*, 98 Md. 665, 57 Atl. 25. Nevertheless, a legacy is not adeemed if the alteration is purely formal. *Oakes* v. *Oakes*, 9 Hare 666. Such is the case where there is a mere subdivision of a company's shares. *Re Greenberry*, 55 Sol. J. 633. Where, on the other hand, the new shares represent an interest in a substantially different company, the change is more than a mere matter of form. The principal case seems opposed to previous English decisions. *Cf. In re Slater*, [1907] 1 Ch. 665; *In re Gray*, 36 Ch. D. 205. It is, however, in accord with American authorities. *In re Peirce*, 25 R. I. 34, 54 Atl. 588; *Skipwith* v. *Cabell's Exr.*, 19 Grat. (Va.) 758. Though hardly consistent with the strict theory of ademption, the result of the principal case seems desirable, since the likeness of the new shares to the old is more important than their differences. The case is further complicated by a provision of the Wills Act, which was rightly held not to affect the result. 7 WILL. IV. & 1 VICT. c. 26, § 24. But *cf. In re Slater*, *supra*.

MARRIAGE — NULLIFICATION — ALLOWANCE TO WIFE. — A marriage was annulled on account of the wife's incapacity, theretofore unknown to her. During the eighteen years from the marriage to its annulment the husband accumulated $70,000. *Held*, that an allowance to the wife of $10,000 is not improper. *Coats* v. *Coats*, 118 Pac. 441 (Cal.).

Alimony is allowed in divorce proceedings in lieu of the wife's right to future support. See *Ex parte Spencer*, 83 Cal. 460, 464, 23 Pac. 395, 396. Nullification proceedings present no such basis for alimony, for by the decree the wife's right to support is avoided. *Willits* v. *Willits*, 76 Neb. 228, 107 N. W. 379. Consequently, the orthodox view disallows alimony in such cases. *Stewart* v. *Vandervort*, 34 W. Va. 524, 12 S. E. 736. See GODOLPHIN, ECCLESIASTICAL LAWS, 509. The wife may have several minor remedies. She can recover for fraud in procuring the marriage. *Blossom* v. *Barrett*, 37 N. Y. 434. The husband, being liable for household expenses until nullification, must reim-

burse the wife if she has paid them. *Hunt* v. *Hunt*, 23 Okl. 490, 100 Pac. 541. She has a right to a part of the joint accumulations. *Werner* v. *Werner*, 59 Kan. 399, 53 Pac. 127. But in some cases these remedies may be grossly inadequate. Some jurisdictions have allowed alimony by statute in certain circumstances. *Barber* v. *Barber*, 74 Ia. 301, 37 N. W. 381. The same result is being achieved by judicial decision. *Strode* v. *Strode*, 3 Bush (Ky.) 227. The nondescript allowance, as yet bearing no specific name, takes the same form as alimony; for its size is within the discretion of the court, having regard to all the circumstances. The novelty of the doctrine readily explains the slight confusion with which the principal case achieves a just result.

MORTGAGE — PRIORITIES — SEVERAL NOTES SECURED BY SAME MORTGAGE. — A., the owner of several notes secured by a trust deed, payable two and three years after date, assigned one of the two-year notes to B. and one of the three-year notes to C. The trust deed contained the provision that on default in payment of any of the notes, all should become due. After maturity of all the notes a bill was filed to foreclose the trust deed. *Held*, that all of the two-year notes should be paid first, then the three-year note assigned to C., and then the three-year notes retained by A. *Kuppenheimer* v. *Chicago Title and Trust Co.*, 43 Nat. Corp. Rep. 467 (Ill., App. Ct., Oct. 4, 1911).

In many jurisdictions the various assignees of notes secured by the same mortgage and maturing at different dates share *pro rata* in a distribution of the security irrespective of the order of maturity or assignment of their respective notes. *Donley* v. *Hays*, 17 Serg. & R. (Pa.) 400; *Wilson* v. *Eigenbrodt*, 30 Minn. 4, 13 N. W. 907. In one jurisdiction at least such assignees take priority in the order of assignment. *Cullum* v. *Erwin*, 4 Ala. 452; *Alabama Gold Life Ins. Co.* v. *Hall*, 58 Ala. 1. A large number of jurisdictions, however, hold that priority shall be determined by the order of maturity of the various notes. *Lyman* v. *Smith*, 21 Wis. 674; *Winters* v. *Franklin Bank of Cincinnati*, 33 Oh. St. 250. Nor is this order affected by the presence of an acceleration clause in the mortgage. *Leavitt* v. *Reynolds*, 79 Ia. 348; *Horn* v. *Bennett*, 135 Ind. 158, 34 N. E. 321, 956. *Contra*, *Pierce* v. *Shaw*, 51 Wis. 316, 8 N. W. 209. This view would seem preferable as giving effect to a probable intention of the parties that, by a prior date of maturity, which carries with it, in the absence of an acceleration clause at least, a prior right to foreclose, a party is to be entitled to a preference. The assignee, however, is usually allowed to prevail over the assignor irrespective of the order of maturity. *Parkhurst* v. *Watertown Steam Engine Co.*, 107 Ind. 594, 8 N. E. 635; *Anderson* v. *Sharp*, 44 Oh. St. 260, 6 N. E. 900. *Contra*, *Wood* v. *Trask*, 7 Wis. 566. The principal case illustrates the latter views, except that it prefers the assignor's two-year notes to the assignee's three-year note.

NEGLIGENCE — DUTY OF CARE — DISCONTINUANCE WITHOUT NOTICE OF A CUSTOM OF VOLUNTARILY GIVING WARNING. — The defendant, operating a rock quarry near the plaintiff's blacksmith shop, exploded a blast which frightened a horse being shod by the plaintiff so that it plunged and injured him. At the plaintiff's request, the defendant had habitually warned him before blasting, but on this occasion failed to do so. *Held*, that a complaint alleging these facts states no cause of action. *Hieber* v. *Central Kentucky Traction Co.*, 140 S. W. 54 (Ky.).

One is not originally obliged to notify a person in the plaintiff's situation before blasting. *Mitchell* v. *Prange*, 110 Mich. 78, 67 N. W. 1096. But, if he has habitually done so, it does not necessarily follow that the practice can be discontinued without warning. If a railroad, by withdrawing without notice signals from a crossing where they are usually displayed, causes injury to one relying on them, it is liable, though not originally bound to maintain signals